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Special
Highways
Agreement

CANADA
NOVA SCOTIA

1971

THIS AGREEMENT made this 4th day of November, 1971

BETWEEN: THE GOVERNMENT OF CANADA,
(hereinafter called "Canada"),

OF THE FIRST PART,

AND: THE GOVERNMENT OF THE PROVINCE OF
NOVA SCOTIA, (hereinafter called
"the Province"),

OF THE SECOND PART.

THIS AGREEMENT is entered into on behalf of Canada by the Minister of Regional Economic Expansion and on behalf of the Province by the Minister of Finance.

WHEREAS Canada and the Province have agreed that in the interest of the economic development of the Province, the sections of highways listed in Schedule "B" attached will be constructed on the basis set out in this Agreement;

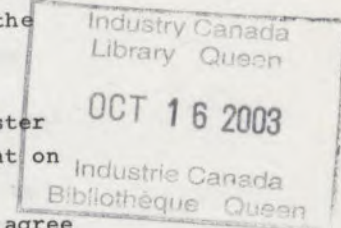
AND WHEREAS His Excellency the Governor General in Council by Order in Council P.C. 1971-15/2171 dated the 19th day of October, 1971 has authorized the Minister of Regional Economic Expansion to execute the Agreement on behalf of Canada;

AND WHEREAS by Order in Council 71-1113 dated the 2nd day of November, 1971, the Minister of Finance is authorized to enter into this Agreement on behalf of the Province;

NOW THEREFORE the parties hereto mutually agree as follows:

1. In this Agreement:

- (a) "Federal Minister" means the Minister of Regional Economic Expansion of Canada and includes anyone authorized to act on his behalf;
- (b) "Provincial Minister" means the Minister of Finance of the Province and includes anyone authorized to act on his behalf;
- (c) "Ministers" means the Federal Minister and the Provincial Minister;
- (d) "Liaison Committee" means the committee referred to in section 1(f) of the Special Areas Agreement;
- (e) "Special Areas Agreement" means the Federal-Provincial Agreement on Special Areas entered into between Canada and the Province dated the 12th day of June, 1970, as amended;



- (f) "project" means a project for the construction of a highway listed in Schedule "B" of this Agreement;
- (g) "term of this Agreement" means the period April 1, 1971 to March 31, 1973.

SUBJECT MATTER

2. The Schedules attached to and forming part of this Agreement are:

Schedule "A": The general specifications of highways.

Schedule "B": A list of projects of highway construction that the Province will carry out under this Agreement with the assistance of contributions made by Canada through the Department of Regional Economic Expansion.

3. Canada will finance the projects listed in Schedule "B" by contributions to the extent and in the manner specified in the said Schedule.

4.(1) The Province will undertake or will endeavour to arrange for a municipality to undertake during the term of this Agreement the projects listed in Schedule "B".

(2) The Province or the municipality concerned, as the case may be, will acquire all lands or interest in lands that are required for the project.

(3) The financing by Canada of the projects provided for by this Agreement does not confer upon Canada any proprietary interest in the physical assets constructed or acquired pursuant to this Agreement, which shall be and remain the property of the Province or the municipality as the case may be, which will take over each physical project on completion and will thereafter accept full responsibility for its operation, maintenance and repair, except where other Federal-Provincial arrangements may apply.

5. It is understood and agreed that where a project mentioned in this Agreement is to be undertaken by a municipality, the Province will make such arrangements with the municipality as are necessary to enable the Province to implement its undertakings under this Agreement.

6. The Province will commence or will endeavour to arrange for the municipalities concerned, to commence actual implementation during the term of this Agreement of all projects listed in Schedule "B" that have not already been commenced. Unless the Federal Minister on the recommendation of the Liaison Committee otherwise agrees, Canada will not be responsible for any expenditures incurred after the term of this Agreement nor will Canada pay any claim which is not received within three months after the term of this Agreement.

7.(1) Subject to subsection (2), the costs to be paid by Canada under this Agreement are:

- (a) all direct costs, except administrative, survey, engineering and architecture costs, that in the opinion of the Liaison Committee had been reasonably and properly incurred after the 31st day of March, 1971 for the implementation of the projects by the Province or the municipality concerned, as the case may be, and
- (b) ten per cent of the costs payable pursuant to paragraph (a) as an allowance towards all other costs, one-half of which allowance, based on the estimated cost of the project in Schedule "B" may be paid when the Liaison Committee has approved the preliminary design of the project and the adjusted remainder of which shall be paid with the final payment in respect of the implementation of the project.

(2) The costs to be financed by Canada do not include any cost relating to the acquisition of lands or interests in lands or costs arising from conditions of acquisition.

8.(1) Canada's obligation with respect to the financing of each project shall be limited to the estimated cost specified for such project in Schedule "B" unless the Federal Minister agrees, on the recommendation of the Liaison Committee, that a higher cost is reasonable and warranted and that the costs for any other project or projects will be lower than that estimated for such project or projects in an amount that would make the extra cost available for the project with a cost higher than estimated.

(2) If at any stage of a project it appears to the Province that the cost thereof will exceed the estimated cost specified for such project in Schedule "B", the Province shall promptly so inform the Liaison Committee and state the reasons for such increase.

9. Notwithstanding anything in this Agreement, the total amount payable by Canada under this Agreement shall not exceed \$20,000,000.

10. Canada and the Province agree to provide the Liaison Committee with all information necessary for the performance of its functions.

PAYMENT PROCEDURE

11. Subject to section 12, payments by Canada shall be promptly made to the Province on the basis of progress claims setting out the costs actually incurred and paid for the project, submitted in a form and verified in a manner satisfactory to the Federal Minister.

12.(1) In order to assist with the interim financing of projects, Canada may, if the Province so requests, make interim progress payments to the Province not exceeding 90% of Canada's share of claims submitted, based on estimates of expenditures actually incurred as certified by a senior officer of the Province.

(2) The Province will account for each such interim progress payment by submitting to Canada, within the quarter following such payment, a detailed statement of the actual expenditures concerned, verified in a manner satisfactory to the Federal Minister. Any discrepancy between the amounts paid by Canada by way of interim progress payments and the amounts actually payable by Canada shall be promptly adjusted between Canada and the Province.

(3) If so requested by the Province, the Federal Minister may, at his discretion, following the award of a contract, authorize an advance payment by Canada to the Province in an amount not exceeding 75% of Canada's share of the estimated amount payable under such contract. Advances made under this subsection will be accounted for by the Province by way of monthly progress claims submitted in the form and verified in the manner required under section 11.

13. The Province will make appropriate financial arrangements with the municipalities concerned in respect of payment for projects which it arranges for the municipalities to undertake.

RECORDS AND AUDIT

14. The Province will ensure that proper and accurate accounts and records relating to each project are maintained by the Province or the municipality, as the case may be, and the Province will be responsible for auditing and certifying the cost of the projects for the purpose of progress claims in respect of projects undertaken by municipalities.

15. Canada may audit the amounts of all progress claims, and the Provincial accounts and records relating thereto, and any discrepancy between the amounts paid by Canada and the amounts actually payable by Canada under this Agreement shall be promptly adjusted between Canada and the Province.

CONSTRUCTION AND IMPLEMENTATION PROCEDURE

16.(1) The financing by Canada of the projects listed in Schedule "B" is conditional upon the observance of the procedures set out in paragraphs (a) to (k) of subsection 16(1) of the Special Areas Agreement.

(2) Paragraphs (e), (h) and (j) of subsection 16(1) of the Special Areas Agreement do not apply to contracts that involve only the administrative, survey, engineering or architecture costs referred to in section 7(1)(a) of this Agreement.

(3) Contracts and purchases made and work done prior to the date of this Agreement are accepted as complying with the provisions of this section if they are approved in writing by the Federal Minister on the recommendation of the Liaison Committee.

17. The provisions of sections 17, 18, 31, 32, 33 and 34 of the Special Areas Agreement apply to this Agreement.

18. In the event of any dispute between the parties hereto on any question of law or fact arising out of this Agreement or the performance thereof, it shall be submitted to and determined by the Federal Court of Canada pursuant to the Federal Court Act of Canada.

19. The provision of financing by Canada and the Province under this Agreement is subject to Parliament and the Legislative Assembly in Nova Scotia having provided funds for such financing in the fiscal year in which financing is to be provided.


AMENDMENTS

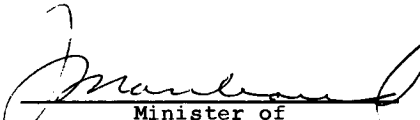
20. This Agreement, including the Schedules thereto, may be amended from time to time by the agreement of the Ministers expressed in writing, except that any amendment to the total amount of \$20,000,000 specified in section 9, and any deletion or substitution to the list of projects set out in Schedule "B" requires the approval of the Governor in Council.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada by the Minister of Regional Economic Expansion and on behalf of the Province by the Minister of Finance of the Province.

In the presence of

GOVERNMENT OF CANADA


Witness


Minister of
Regional Economic Expansion

GOVERNMENT OF THE PROVINCE
OF NOVA SCOTIA


Witness


Minister of Finance

SCHEDULE "A"

GENERAL SPECIFICATIONS OF THE HIGHWAY

The planning and design of highways listed in Schedule "B" projects should be based on the highway classifications according to service function and the recommended minimum standards for each classification set forth in the Canadian Good Roads Association Manual of Geometric Design Standards for Canadian Roads and Streets, 1963, or any amendments thereto, except where the Liaison Committee agrees to modifications.

ROAD DESIGN CLASSIFICATION

<u>Location</u>	<u>Class</u>	<u>Type</u>	<u>Design Speed</u>	<u>Code Number</u>
Urban	Freeway	Divided	70	UFD 70
"	"	"	60	UFD 60
"	"	"	50	UFD 50
"	Arterial	Divided	60	UAD 60
"	"	"	50	UAD 50
"	"	"	40	UAD 40
"	"	Undivided	50	UAU 50
"	"	"	40	UAU 40
"	"	"	30	UAU 30
"	Collector	Divided	50	UCD 50
"	"	"	40	UCD 40
"	"	"	30	UCD 30
"	"	Undivided	50	UCU 50
"	"	"	40	UCU 40
"	"	"	30	UCU 30
"	Local	Undivided	30	ULU 30
Rural	Freeway	Divided	80	RFD 80
"	"	"	70	RFD 70
"	"	"	60	RFD 60
"	Arterial	Divided	70	RAD 70
"	"	"	60	RAD 60
"	"	"	50	RAD 50
"	"	Undivided	70	RAU 70
"	"	"	60	RAU 60
"	"	"	50	RAU 50
"	Collector	Divided	60	RCD 60
"	"	"	50	RCD 50
"	"	"	40	RCD 40
"	"	Undivided	60	RCU 60
"	"	"	50	RCU 50
"	"	"	40	RCU 40
"	Local	"	60	RLU 60
"	"	"	50	RLU 50
"	"	"	40	RLU 40

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Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$*000)	<u>SCHEDULE "B"</u>		<u>SUB PROJECT DETAIL</u> Description	Total Estimated Cost (\$*000)
		Maximum DREE Funding 1971 -72 (\$*000)	Balance of DREE Funding (\$*000)		
1. <u>Trunk 101 - Arterial Construction</u> (Classification RAU 70)					
Grading, upgrading to all weather, final paving, and bridge construction on the controlled access Trunk 101 Arterial Highway	1,725	1,525	200	a) Trunk 101, from St. Croix to the Hants-Kings County Line - Final paving for a distance of 12.8 miles, including paving of the Trunk 14, Nesbitt Street and Falmouth Interchange Ramps	1,035
				b) Trunk 101 from Avonport to Horton Bridge, upgrading to all-weather, a distance of 0.6 miles	190
				c) Trunk 101, from the Bear River Bridge to the Joggins Bridge construction of a new parallel, 2-lane controlled access highway, a distance of 3.2 miles - grading	500

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	Maximum DREE Funding 1971-72 (\$'000)	Balance of DREE Funding (\$'000)	<u>SUB PROJECT DETAIL</u> Description	Total Estimated Cost (\$'000)
2. <u>Trunk 102 - Arterial Construction</u> (Classification RAD 70) Grading re additional 2 lanes to the present 2- lane controlled access Trunk 102 Arterial Highway	2,740	500	2,240	a) Trunk 102 from James Street to the Pleasant Valley Road, a distance of 7.1 miles, construction of an additional 2 lanes - grading b) Trunk 102 from the Trunk 14 Interchange to the Elmsdale Interchange, a distance of 5.8 miles, construction of an additional 2 lanes - grading c) From Lakeview Drive at Miller Lake to the Old Guysborough Road, a distance of 2.5 miles, construction of a connector road parallel to Trunk 102 - grading	1,300 1,190 250

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	Maximum DREE Funding 1971-72 (\$'000)	Balance of DREE Funding (\$'000)	<u>SUB PROJECT DETAIL</u> Description	Total Estimated Cost (\$'000)
3. <u>Trunk 103 - Arterial Construction</u> (Cont'd.)				i) Trunk 103, construction of a new 2-lane bridge over the Medway River at Mill Village	375

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	Maximum DREE Funding 1971-72 (\$'000)	Balance of DREE Funding (\$'000)	<u>SUB PROJECT DETAIL</u> Description	Total Estimated Cost (\$'000)
4. <u>Trunk 22</u> (Classification RCU 60) Upgrading of the existing Trunk Highway to an all- weather standard	1,110	500	610	a) Trunk 22, from the Sydney City Line to Albert Bridge, a distance of 9.7 miles - upgrading the existing highway to an all- weather standard	1,110

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	Maximum DREE Funding 1971-72 (\$'000)	Balance of DREE Funding (\$'000)	SUB PROJECT DETAIL Description	Total Estimated Cost (\$'000)
5. <u>Trunk 101 - Arterial Construction</u> (Classification RAU 70) Final paving and bridge construction on the controlled access Trunk 101 Arterial Highway	3,300		3,300	a) Trunk 101, from Horton Bridge to Trunk 1 at Coldbrook. Final paving for a distance of 15.7 miles including paving of the Hortonville, Greenwich and Highbury interchange ramps b) Trunk 101, completion of construction on the new 2-lane Bridge and immediate approaches at Bear River	1,100 2,200

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	Maximum DREE Funding 1971-72 (\$'000)	Balance of DREE Funding (\$'000)	<u>SUB PROJECT DETAIL</u> Description	Total Estimated Cost (\$'000)
<p>6. <u>Trunk 102 - Arterial Construction</u> (Classification RAD 70)</p> <p>Bridge and interchange construction on the additional 2 lanes to the existing controlled access Trunk 102 Arterial Highway</p>	900		900	<p>a) Trunk 102, Hilden Road Overpass conversion to 4 lanes</p> <p>b) Trunk 102, Pleasant Valley Interchange and ramps, conversion to 4 lanes</p> <p>c) Trunk 102, Trunk 14 Interchange structure and ramps - conversion to 4 lanes</p> <p>d) Trunk 102, Nine Mile River Bridge</p> <p>e) Trunk 102, Elmsdale Interchange structure and ramps - conversion to 4 lanes</p>	<p>150</p> <p>200</p> <p>200</p> <p>150</p> <p>200</p>

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	Maximum DREE Funding 1971-72 (\$'000)	Balance of DREE Funding (\$'000)	SUB PROJECT DETAIL Description	Total Estimated Cost (\$'000)
<p>7. <u>Trunk 103 - Arterial Construction</u> (Classification RAU 70)</p>					
<p>Bridge construction, grading, and upgrading to all weather on the following sections of the new controlled access Trunk 103 Arterial Highway</p>	1,810		1,810	<p>a) Trunk 103, Mushamush River Bridge</p> <p>b) Trunk 103, Clearland Lake Road Overpass and approaches</p> <p>c) Trunk 103, Cornwall Road Overpass</p> <p>d) Trunk 103, from the Sweetland Road to LaHave River, a distance of 5.8 miles, construction of a new 2-lane controlled access highway - grading (\$1,500,000)</p> <p>e) Trunk 103, Canadian National Railway Overpass near the Sweetland Road</p> <p>f) Trunk 103, Canadian National Railway Overpass near the Blysteiner Lake</p> <p>g) Trunk 103, Northfield Road Grade Separation</p>	<p>100</p> <p>200</p> <p>150</p> <p>500</p> <p>200</p> <p>160</p> <p>100</p>

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	Maximum DREE Funding 1971-72 (\$'000)	Balance of DREE Funding (\$'000)	<u>SUB PROJECT DETAIL</u> Description	Total Estimated Cost (\$'000)
7. <u>Trunk 103 - Arterial Construction</u> (Cont'd.)				h) Trunk 103 from Hebbville to Italy Cross, a distance of 6.0 miles - upgrading the existing highway to all-weather standard	400

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	Maximum DREE Funding 1971-72 (\$'000)	Balance of DREE Funding (\$'000)	<u>SUB PROJECT DETAIL</u> Description	Total Estimated Cost (\$'000)
8. <u>Trunk 22</u> (Classification RCU 60) Upgrading the existing Trunk Highway to an all-weather standard	1,000		1,000	a) Trunk 22, from Albert Bridge to the Louisbourg Town Line, a distance of 9.0 miles - upgrading the existing highway to an all-weather standard	1,000

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	Maximum DREE Funding 1971-72 (\$'000)	Balance of DREE Funding (\$'000)	<u>SUB PROJECT DETAIL</u> Description	Total Estimated Cost (\$'000)
<u>9. Trunk 104 - Arterial Construction</u> (Classification RAU 70)	1,000		1,000	a) Trunk 104, from the River Inhabitants Bridge towards Louisdale, construction of a new parallel 2-lane controlled access highway, a distance of approximately 4.0 miles - grading b) Trunk 104, from Louisdale towards St. Peters, construction of a new parallel 2-lane controlled access highway, a distance of approximately 4.0 miles - grading	500 500

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	Maximum DREE Funding 1971-72 (\$'000)	Balance of DREE Funding (\$'000)	<u>SUB PROJECT DETAIL</u>	Total Estimated Cost (\$'000)
				Description	
10. <u>Trunk 19</u> (Classification RAU 50) Construction of 2-lane bridges on the existing Trunk highway	600		600	a) Trunk 19, construction of a new 2-lane bridge and approaches to replace the present single lane bridge at Mabou b) Trunk 19, construction of a new 2-lane bridge replacing the present single lane Young's Bridge at South West Margaree	400 200

